

# **EXHIBIT 6**

Dec 22 15 04:27p

Dermacare of Chesapeake

(757) 547-9793

p.1

5 Carlisle Rd, Westford, MA 01886  
Telephone: 978-256-4200 Fax: 978-997-1329

## Customer Purchase Agreement

Date: 12/21/15

## CUSTOMER INFORMATION

Customer Name: Dermacare  
Contact Person: Leon Garber  
Address: 747 Volvo Parkway  
City/State/Zip: Chesapeake, VA 23320  
Telephone/Fax: 757-547-7546

Ultimate Ship To:

Telephone/Fax:

PRODUCT DESCRIPTION	QTY	Unit Price (in USD)	Total Price (in USD)
<b>SCULPSURE™ NON-INVASIVE BODY CONTOURING PLATFORM</b> 1060nm wavelength, 240W maximum power. Complete with on-site installation & clinical in-service, and one (1) year equipment warranty. System includes: • 4 ea Laser Diode Applicators • Starter Kit: 28 Attachment Frames (8 Single, 12 Double, 4 Triple, 4 Quad) 16 Attachment Belts (6 ea 30 inch, 6 ea 60 inch, 4 Triple) Photo Positioning Mat and Backdrop 2 Bottles Lux Lotion Freight Patented Applicator for Contouring (PAC) Treatments PAC Key with 100 PAC Treatments per PAC Key Marketing Package: Printed and electronic marketing material support including: banner stand, product brochures, print-ready files, web and media files, before and after photos.	1	\$165,750	\$165,750
	3		Included
* SculpSure Workstation purchases through December 31, 2015 will include special PAC Treatment Cycle pricing of \$35 per applicator (\$3500 per PAC Key with 100 PAC Treatment Cycles) for a period of 12 months from the date of purchase. After the 12-month promotional price period, a minimum order of 1 PAC Key per calendar quarter will need to be maintained in order to continue to qualify for such pricing. Quoted Price Valid in 2015 only. Prices do not include sales, duty or excise taxes, including medical device excise taxes which are the responsibility of the Customer to pay and will be billed separately.			\$165,750

CREDIT CARD OPTION AUTHORIZATION  
ACCEPTANCE OF AGREEMENT

By signing below, the Customer (i) is representing to Cynosure, Inc. ("Cynosure") that it has the requisite corporate authority to execute and deliver this Customer Purchase Agreement ("Agreement") and has the required licensing from the applicable state medical review board to operate the Product purchased by this Agreement, and (ii) is entering into a binding agreement for the purchase of the Product and/or services described above and accepts all of the terms and conditions as stated in this document (including the following page(s)), and (iii) hereby acknowledges receipt and understands the content of the Cynosure Minimum Advertised Price Policy. This Agreement is subject to Cynosure's terms and conditions of sale contained or referred to herein and the Customer expressly disclaims any additional and/or different terms and conditions or any terms and conditions on the Customer's purchase order. Federal law restricts the sale of the products to a licensed practitioner.

Customer Signature (Authorized Representative)

Date

Cynosure Area Sales Manager Signature

Date

Delivery Date:

934-SM03-004, Rev. E

Cynosure, Inc.  
 5 Carlisle Rd  
 Westford, MA 01886  
 T: 800-886-2966  
 F: 978-349-7443

#### **Terms**

Prices are FCA, Westford, MA Incoterms 2000 in U.S. dollars

Payment Terms: 15% non-refundable deposit required with purchase order.

Balance due net 30 days with prior credit approval. (VISA/Mastercharge/American Express accepted.)

Payment is not contingent upon installation and/or acceptance.

1.5% interest due monthly on overdue balances.

**All Sales are final. Cynosure Grants no right of return.**

*Due to continuing improvements, prices and specifications are subject to change without notice.*

*Cynosure reserves and the Customer grants to us, a security interest in all Products sold and all proceeds to secure the full payment.*

#### **Warranty Information**

##### **Return Goods Authorization Service**

Product, damaged or otherwise, will not be accepted by return shipments without prior approval from Cynosure's Customer Service Department. Authorization for return is at the sole discretion of Cynosure. All returned Product must be accompanied by a RETURN MATERIALS AUTHORIZATION number issued by Cynosure.

##### **SculpSure™ Workstation Warranty**

Cynosure warrants to the original purchaser of the Product, including applicators, that the Product is free from defects in materials and workmanship, under normal use and service, for a period of twelve (12) months from the date of shipment ("SculpSure Product Warranty"). Product consumables and accessories such as water filters, attachment frames, and belts are warranted for a period of thirty (30) days from the date of shipment. Replacement parts other than the items stated above that are purchased outside of this SculpSure Product Warranty are warranted for a period of thirty (30) days from the date of shipment.

##### **PAC Key Warranty**

The warranty period for the PAC Key for use with the Product shall be for the useful life of the individual key (i.e., the remaining number of PAC treatment applications), which period shall begin on the date Cynosure ships the applicable PAC Keys to Customer (the "PAC Key Warranty Period"). Cynosure warrants to Customer during the PAC Key Warranty Period that the applicable PAC Keys will be free from defects in materials and workmanship and will substantially conform to Cynosure's written specifications applicable to the PAC Keys as such specifications exist on the date of shipment.

Cynosure is an Equal Opportunity/Affirmative Action Employer.

THE OBLIGATIONS OF CYNOSURE UNDER THIS WARRANTY ARE LIMITED, IN ITS EXCLUSIVE OPTION, TO REPAIR OR REPLACE PARTS AND MATERIALS WHICH PROVE TO BE DEFECTIVE.

These Warranties are null and void a) where the Product is unpacked, installed, serviced, and/or repaired by person(s) other than an authorized Cynosure service representative; b) where service is required due to the Customer's failure to operate or maintain the Product in a manner consistent with the specifications and guidelines set forth in the Product's operator manual; and/or c) where service is required due to attempted or actual dismantling, disassembling, alteration, and/or modification of the Product by person(s) other than an authorized Cynosure service representative.

Additional services, including, but not limited to telephone support, repair, maintenance, and refurbishment of equipment, may be purchased.

THE FOREGOING WARRANTIES ARE THE SOLE AND EXCLUSIVE WARRANTY OBLIGATIONS OF CYNOSURE, AND THE REMEDY PROVIDED ABOVE IS IN LIEU OF ANY AND ALL OTHER REMEDIES. THERE ARE NO OTHER AGREEMENTS, GUARANTEES, OR WARRANTIES, ORAL, WRITTEN, EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CYNOSURE SHALL NOT BE LIABLE FOR LOST PROFITS OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES DUE TO ANY CAUSE WHATSOEVER EVEN IF ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES. THE CUSTOMER AGREES THAT CYNOSURE'S LIABILITY IS SO LIMITED.

This Agreement shall be governed by and construed under the substantive laws of the Commonwealth of Massachusetts. The Customer agrees to submit all disputes arising out of, or relating to, this Agreement to a court in Boston, Massachusetts.

#### **AUTHORIZED USE**

Use of the Product is permitted only for individuals who are: (i) authorized to treat patients, as defined by the applicable state medical review board in the jurisdiction in which the Product is operated; or, (ii) under the supervision of such licensed physicians.

The Customer is responsible to ensure that all operators have the requisite skill required to use the Products as defined by the applicable state medical review board in the jurisdiction in which the Product is operated. Customer will, at all times, ensure that it and its employees and agents are and remain in full compliance with all federal, state, and local laws and statutes, including without limitation state medical agencies and certification boards, relating to this Agreement or the Product or their use.

The Customer acknowledges that proper operation of the Product requires use of supplies specifically engineered to meet Cynosure's compatibility, quality and performance standards. Accordingly, the Customer Agrees to use only supplies provided by or expressly authorized by Cynosure and never to buy supplies from any other supplier for use with the Product. Customer use of supplies not provided or expressly authorized by Cynosure will void all warranties and extended warranties on the Product.

All future PAC Key purchased by Customer must be used in the purchased Product or other SculpSure laser systems purchased by Customer and may not be transferred to a third party for use in another SculpSure laser system.

Upon completion of training, Customer shall become an authorized provider of Cynosure products and authorized in connection therewith to use the Cynosure trademarks solely in its promotion and delivery of services utilizing Cynosure products, and in accordance with any guidelines provided by Cynosure. However, Cynosure strictly prohibits Customers from purchase and/or use of internet domain(s) consisting of or incorporating any of the Cynosure trademarks. Customer agrees not to purchase and/or use internet domain(s) consisting of or incorporating any of the Customer trademarks. Customer acknowledges Cynosure's exclusive ownership of the Cynosure trademarks and that its use thereof inures solely to Cynosure's benefit. Customer shall not attempt to obtain registration of any Cynosure trademark, and shall not debrand, rebrand or private label any Cynosure product or service.

#### **TERMINATION OF USE**

Customer acknowledges that its use of the Product (including the Software) is subject to compliance with the usage and other requirements described in this Agreement (including, without limitation, the "Authorized Use" provisions above). Customer's authorization to operate the Product and license to the software will terminate automatically in the event Customer fails to comply with such requirements. In such event, in addition to any other remedies available to Cynosure under applicable law, Customer expressly agrees that Cynosure will have the right to cease selling Products to the Customer, including but not limited to SculpSure Drives, supplies and consumables.

#### **DATA COLLECTION**

Cynosure reserves the right to collect system usage data from time to time for the purpose of running diagnostics and improving usability and performance of the Product. Data collected will not contain any patient identification information.